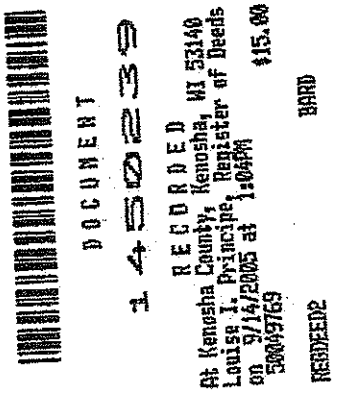
WELL WATER AGREEMENT



15

RETURN TO:
BLACKHAWK TITLE SERVICES
575 ROUTE 173
ANTIOCH, IL 60002
Parcel No. 65-4-120-114-1560
65-4-120-114-1565

THIS AGREEMENT made and entered into this 28th[h] day of February, 2005, by and between **JONAH HETLAND**, hereinafter referred to as the **Party Of The First Part** and **CBC CONSTRUCTION, INC.**, hereinafter referred to as the **Party Of The Second Part.**

W I T N E S S E T H:

WHEREAS, the **Party Of The First Part** is the Owner of the following described real estate, to-wit:

LOT 3 IN BLOCK 20 IN SALEM OAKS, A SUBDIVISION IN THE SOUTH HALF OF SECTION 11, TOWN 1 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE TOWN OF SALEM, COUNTY OF KENOSHA AND STATE OF WISCONSIN.
TAX PARCEL NO. 65-4-120-114-1560.

WHEREAS, the **Party Of The Second Part** is the Owner of the following described real estate, to-wit:

LOT 4 IN BLOCK 20 IN SALEM OAKS, A SUBDIVISION IN THE SOUTH HALF OF SECTION 11, TOWN 1 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE TOWN OF SALEM, COUNTY OF KENOSHA AND STATE OF WISCONSIN.
TAX PARCEL NO. 65-4-120-114-1565

WHEREAS, there is no Well on the parcel owned by the **Party Of The Second Part,** and there is a well on the parcel owned by the **Party Of The First Part; Party of the Second Part and Party Of The First Part** shared equally in the installation of said Well;

K-04-2256A

WHEREAS, the well, pump, and electric service for said Well currently servicing the property owned by the **Party Of The First Part** and the **Party Of The Second Part** is located on the property of the **Party OF The First Part**, and

WHEREAS, the **Parties** hereto deem it in their respective best interest to execute an Agreement for the management and maintenance of the Well which services the properties listed herein, and

WHEREAS, for the purpose of establishing the mutual rights and obligations of the Parties hereto with respect to said Well and maintenance thereof,

IT IS HEREBY MUTUALLY COVENANTED AND AGREED AS FOLLOWS:

1. That the **Party Of The First Part** is the Owner of the following described real estate, to-wit:

   LOT 3 IN BLOCK 20 IN SALEM OAKS, A SUBDIVISION IN THE SOUTH HALF OF SECTION 11, TOWN 1 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE TOWN OF SALEM, COUNTY OF KENOSHA AND STATE OF WISCONSIN.
   TAX PARCEL NO. 65-4-120-114-1560.

That the **Party Of The Second Part** is the Owner of the following described real estate to-wit:

LOT 4 IN BLOCK 20 IN SALEM OAKS, A SUBDIVISION IN THE SOUTH HALF OF SECTION 11, TOWN 1 NORTH, RANGE 20 EAST OF THE FOURTH PRINCIPAL MERIDIAN, LYING AND BEING IN THE TOWN OF SALEM, COUNTY OF KENOSHA AND STATE OF WISCONSIN.
TAX PARCEL NO. 65-4-120-114-1565

2. **That the Party Of The First Part** hereby agrees to provide water from the Well located on the property of the **Party OF The First Part** to the **Party Of The Second Part,** upon the following terms and conditions:

   A. That the **Party Of The Second Part** pay to the **Party Of The First Part** the sum of $10.00 per month for electric charges for operating the pump for the Well. Payments shall be made in advance in semi-annual installments within the first Ten (10) days of January and July of each year, provided that payments shall be prorated for any partial portion of the year. The amount of such payments shall be reviewed at annual intervals commencing January 1 of each year after final connection. Payment to be mailed to: Jonah Hetland, 23419 – 82nd Street, Salem, Wisconsin 53168.

   B. Should the **Party Of The Second Part** fail to make any of the payments required herein in a prompt manner, he shall be assessed delinquency charges of 7% percent per annum and, in addition, the **Party Of The First Part** may unilaterally terminate the service of water to the **Party Of The Second Part** in this agreement.

C. That all of the maintenance charges for operation of the pump for said Well be borne equally between the **Party Of The First Part** and the **Party Of The Second Part** and promptly be paid by the **Party Of The Second Part** when incurred to the **Party Of The First Part.**

D. That any repairs due to the specific negligence of either of the **Party** shall be borne wholly by the negligent **Party.**

E. In the event there is a water loss incurred by the **Party Of The Second Part** due to frozen pipes because of improper insulation, or the like, **Party OF The First Part** shall be solely for repair costs.

F. Any damage to the water lines servicing the property of the **Party Of The Second Part** shall be paid for solely by the **Party Of The Second Part.**

3. This Agreement may be terminated or amended only by the written consent of the Owners of each parcel.

4. This **Well Agreement** shall be binding upon and inure to the benefit of the **Parties** hereto, their respective heirs, personal representatives, and assigns and the covenants herein contained shall be construed to be covenants running with said parcels and inure to the benefit of said parcels only.

IN WITNESS WHEREOF, the **Parties** have set their hands and seals on the date first abovewritten.

CBC CONSTRUCTION, INC.
BY:

JONAH HETLAND, Party Of The First Part

CHRISTOPHER B. CYBUL, Party of the Second Part

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
) SS
COUNTY OF KENOSHA)

Personally came before me this 28th day of February, 2005, the above named Jonah Hetland and CBC Construction, Inc. by Christopher B. Cybul, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

ELLEN F. GRAFF
Notary Public
My Commission: 10/08/05

This Instrument Was Drafted By:
J.R. Galley
575 Route 173
Antioch, IL 60002